

Report to the Auburn City Council

Action Item

12

Agenda Item No.

City Marager's Approval

To:

Mayor and City Council

From:

Robert Richardson, City Manager

Date:

January 27, 2014

Subject:

Agreement with Peckham & McKenney for City Manager

Recruitment Services

The Issue

Shall the City Council approve the attachment agreement with Peckham & McKenney for City Manager recruitment services?

Conclusion and Recommendation

That the City Council, by resolution, adopt the attached agreement with Peckham & McKenney.

Background

During their January 22, 2014 closed session meeting, the City Council interviewed recruitment firms to direct the recruitment, vetting and interviews for a new city manager. After that meeting the Council directed staff to develop a professional services agreement with the firm Peckham & McKenney. One of the top firms in California, Peckham & McKenney is especially well suited for finding excellent candidates for small and medium sized cities. The services in this agreement will also include the development, production and distribution of all printed materials as well as all advertising placement.

Fiscal Impact

\$18,000 for professional services

A not-to-exceed budget of \$6,500 for pre-approved expenses including background checks.

<u>Attachments</u>

Resolution Agreement Proposal

1	RESOLUTION NO. 14-		
2	RESOLUTION APPROVING AN AGREEMENT WITH PECKHAM & MCKENNEY FOR		
3	CITY MANAGER RECRUITMENT SERVICES		
4			
5	THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:		
6	That the City Council of the City of Auburn does hereby adopt an		
7	agreement with Peckham & McKenney for City Manager recruitment		
8	services. A true and correct copy of said agreement is attached hereto as		
9	Exhibit "A".		
10			
11	DATED: January 27, 2014		
12	Bridget Powers, Mayor		
13	ATTEST:		
14			
15	Stephanie L. Snyder, City Clerk		
16			
17			
18	I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify		
19	that the foregoing resolution was duly passed at a regular meeting of the City		
20	Council of the City of Auburn held on the 27 th day of January, 2014 by the		
21	following vote on roll call:		
22	Ayes:		
23	Noes:		
24	Absent:		
25	Abstained:		
26	ente tagas. Proposition de la companya de la co		
27			
28	Stephanie L. Snyder, City Clerk		

PROFESSIONAL SERVICES AGREEMENT

(City of Auburn / Peckham & McKenney.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and Peckham & McKenney a California Partnership ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Executive Search Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's January 12, 2014 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Exhibit A.
- 3.3 "Commencement Date": January 28, 2014.
- 3.4 "Expiration Date": July 28, 2014.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written

- amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$24,500 unless specifically approved in advance and in writing by City.
- Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 et seq.).
- 5.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Bobbi C. Peckham shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.4 Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.5 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall invoice the City for the services performed pursuant to this Agreement as provided in the Approved Fee Schedule. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. RESERVED

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

10. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

11. INDEMNIFICATION

- 11.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent, reckless or wrongful performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
 - 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers

from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been nonnegligent.

- 11.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4 The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 11.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 11.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 12.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 12.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 12.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 12.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 12.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 12.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, except for Automobile Liability Insurance, naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 12.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

- 12.7 The general liability insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 12.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 12.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.2 Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

13. MUTUAL COOPERATION

- 13.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. RESERVED

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City Manager City of Auburn 1225 Lincoln Way Auburn CA 95603

Telephone: (530) 823-4211 x192

Facsimile: (530) 823-4216

With courtesy copy to:

Michael G. Colantuono, Esq. Auburn City Attorney Colantuono & Levin, P.C. 11364 Pleasant Valley Road Penn Valley, CA 95946 Telephone: (530) 432-7357

Facsimile: (530) 432-7356

If to Consultant:

Bobbi Peckham Peckham & McKenney 300 Harding Blvd. Ste. 106-E Roseville, CA 95678 Telephone: (866) 912-1919

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on 30 calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily

performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

19. GENERAL PROVISIONS

- 19.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 19.8 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations

herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19.14 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three years after final payment under the Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City" City of Auburn	"Consultant" Peckham & McKenney
By: (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997	By:Bobbi C. Peckham
Date: (1) (2) (3) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	Partner Date:
 Kolonia de Paragona de la Servicia del Servicia del Servicia de la Servicia del Ser	By: Phil McKenney Partner Date:
Attest:	
By:Amy Lind , Deputy City Clerk	Taga, kan arawa ana shi sababatan ƙafa a shi sa
Date:	

Approved as to form:		
By: Michael G. Colantuono, C	City Attorney	
Date:		



January 12, 2014

Mayor Bridget Powers and Members of the City Council City of Auburn 1225 Lincoln Way Auburn, CA 95603

Dear Mayor Powers and Council Members:

Thank you for the opportunity to express our interest in assisting you in the recruitment of your next City Manager. Given Bob Richardson's lengthy tenure with the City, we understand that the selection of the new City Manager is a crucial decision for the Council. We will do everything within our power to make this recruitment process a positive experience for everyone involved.

Headquartered in Roseville, our firm provides executive search services to local government agencies throughout the Western United States. With over 50 years of combined experience in executive search, management and local government, Peckham & McKenney was established as a partnership in 2004. We have conducted hundreds of searches over the years and have extensive experience conducting City Manager recruitments, in particular. More specifically, we have conducted nearly 40 similar searches within the past three years alone.

California City Manager placements made within the past three years:

City of American Canyon

City of Anderson

City of Antioch

City of Bell

City of Belmont

City of Belvedere

City of Benicia

City of Burbank

City of Burlingame

City of Campbell

City of Carmel-by-the Sea

City of Corvallis, OR

City of Cupertino

City of Encinitas

City of Exeter

City of Fremont (Assistant)

City of Indian Wells

City of Hayward (Assistant)

City of La Palma

City of La Quinta

City of Mill Valley

Town of Moraga

City of Novato

City of Palmdale

City of Palos Verdes Estates

City of Palo Alto (Assistant)

City of Rohnert Park

City of San Clemente (Assistant)

City of Santa Clara

City of Tracy

City of Tulare

City of Waterford

City of West Sacramento

Town of Woodside

City of Auburn Page Two

Current City Manager searches include:

City of Eureka, California City of Piedmont, California Town of Snowmass Village, Colorado City of Daly City, California (Assistant City Manager)

A full list of executive searches conducted by either Bobbi Peckham or Phil McKenney is included in our proposal. Clearly, we have established an extensive database of industry contacts. We are also active in the Cal-ICMA Preparing the Next Generation Committee, Municipal Management Associations of Northern and Southern California (MMANC and MMASC), and Women Leading Government.

Bringing 26 years of experience in executive search as well as significant experience in conducting City Manager searches, I would personally serve as your Recruiter. In order to provide our clients with the best personal services, we are extremely conscious of the number of client commitments that we make at any point in time. I anticipate completing four current recruitments by the end of January and would be available to immediately focus on Auburn's City Manager search. In fact, I would encourage you to consider the fortuitous timing of the League of California Cities City Manager Department meeting to be held February 5-7 in Long Beach. This is an excellent venue at which to actively recruit quality City Manager candidates, and I would be honored to do so on your behalf.

Again, thank you for this opportunity. Please contact me toll-free at (866) 912-1919 if you have any questions or would like to meet with me personally to ensure a good "fit" as your Recruiter.

Sincerely,

Bobbi C. Peckham
Partner, Peckham & McKenney
300 Harding Boulevard, Suite 106E
Roseville, CA 95678
www.peckhamandmckenney.com
bobbi@peckhamandmckenney.com

TABLE OF CONTENTS

INTRODUCTION	1	
Peckham & McKenney		
Executive Recruitment Team		
THE SEARCH PROCESS	<u>3</u>	
PROJECT SCHEDULE	5	
PROFESSIONAL FEES AND EXPENSES	6	
PLACEMENT GUARANTEE AND ETHICS	7	
CI TENT DEFENDENCES		
CLIENT REFERENCES	8	
FULL LIST OF EVECUTIVE SEADOURS CONDUCTED		
FULL LIST OF EXECUTIVE SEARCHES CONDUCTED All conducted by either Bobbi Peckham or Phil McKenney	9	

INTRODUCTION

Peckham & McKenney provides Executive Search services to local government agencies throughout the Western United States and is headquartered in Sacramento, California. The firm was established as a partnership in June 2004 by Bobbi Peckham and Phil McKenney, who serve as the firm's Recruiters. We are supported by an Office Manager, marketing and design professional, research specialist, web technician, and distribution staff.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has lead to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us. We invite you to visit our web site at www.PeckhamAndMcKenney.com.

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients. As such, we participate in the Cal-ICMA *Preparing the Next Generation* Committee and also serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California. In addition, we have provided workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Bobbi C. Peckham

Bobbi Peckham is one of the West Coast's leading local government recruiters and has 30 years' experience in local government and executive search. Ms. Peckham began her career with the City of Naperville, IL, where she became familiar with all aspects of local government. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region.

In 2004, Ms. Peckham formed her own search firm in partnership with Phil McKenney. Ms. Peckham has personally conducted hundreds of national searches throughout the Western United States. She has extensive experience working with City Councils, Executive Boards, and local government administrators, listening to and understanding their needs in executive level placements.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. Ms. Peckham serves on the Planning Committee

for the annual *Women's Leadership Summit,* at which she coordinates and leads the highly regarded Executive Roundtable Discussions with over 30 female local government leaders. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook*.

Phil McKenney

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the western United States.

Mr. McKenney joined Ms. Peckham in executive recruitment in January 2003 and has since conducted numerous national recruitments throughout the Western states, including Colorado, Arizona, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Joyce Johnson

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Office Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. She has a total of 28 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

THE SEARCH PROCESS AND ADDRESS AND ADDRESS

While it is our intent to customize the search and project schedule to fit the City of Auburn's specific needs, the search process typically includes the following key actions:

<u>Project Organization</u> – This phase provides for the development of a detailed Candidate Profile. We will meet individually with the Mayor and members of the City Council, as well as others you identify, to discuss the issues and challenges facing the City. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidate will be discussed. We will also discuss expected parameters of the search, the search timeline, and schedule future meeting dates with the City Council.

Typically, we devote significant time to this phase of the recruitment in order to become fully knowledgeable of the organization, community, and desired profile of your next City Manager. We encourage our clients to allow us to meet with staff, the executive management team, Commission members, labor representatives, community business leaders, residents, and others. These may be one-on-one meetings, small group discussions, or larger public forums, depending upon the appropriate style and venue desired by the City. Electronic survey tools may also be utilized to provide input opportunities to the community on a broader scale. We have significant experience in a variety of methods for gaining input on the candidate profile, and we will provide advice and recommendations to the City Council. In addition, we ask for a tour of the community in order to more fully understand current and future projects as well as gain a stronger familiarity with the community.

Recruitment – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm's web site as well as the site of the City. In addition, an attractive brochure will be prepared to market the organization and position to potential candidates. This brochure will be mailed to 300-400 industry professionals, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With over 30 combined years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Project Organization phase. We believe direct recruiting produces the most qualified candidates. We know how to identify the "hidden" candidates, including those passive candidates who may be resistant to considering an employment change. Throughout this active search process, we will regularly notify the City Council of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the City Council to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the City Council will be updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

<u>Preliminary Interviews/Recommendation</u> — As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the candidate profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the candidate profile. Preliminary reference and background (credit and criminal) checks will be conducted, and a written recommendation of finalists will be personally presented at an on-site, one- to two-hour meeting with the City Council. The Council will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists has been selected by the City Council, all candidates will be notified of their status. We will prepare a finalist interview schedule and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for roundtrip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the City Council at our meeting to recommend finalists.

Final Interviews/Selection — During this phase, finalists will be interviewed by the City Council. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the Council's convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the City Council through a ranking process and discussion of the finalists at the end of the day. We will assist the City Council in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings or social engagement with each finalist to learn more of the "fit" they may bring. In the past, our clients have chosen to conduct subsequent interviews, roundtable discussions, meals, or receptions with these finalists; we will provide the City Council with recommendations and options.

Qualification — Once the final candidate has been selected, our firm will verify, at your discretion, professional work experience; degree verification; and criminal, civil, credit, and motor vehicle records (beyond industry-standard seven years). Second "tier" references will also be contacted. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City Council. Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization's and community's needs now and into the future.

PROJECT SCHEDULE

This sample schedule anticipates a 14-week process. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible.

ACTIVITY

TIME FRAME

I. Project Organization

January 27 - February 10

- Kick-Off Meeting to discuss Candidate Profile and formalize project schedule
- Finalize Candidate Profile with City and identify "fit" required
- Develop advertising and recruiting plan
- Prepare marketing brochure

II. Recruitment

February 10 – March 24

- Advertise, network, and electronically post in appropriate venues
- Send marketing brochure to 300-400 industry professionals
- Post opportunity on firm's web site as well as City's site
- Search for/identify/recruit individuals within the parameters of the Profile
- Respond to all inquiries and acknowledge all resumes received

III. Preliminary Interviews/Recommendation

March 24 - April 14

- Review candidates' resumes and supplemental questionnaires
- Conduct preliminary interviews with leading candidates
- Conduct first-tier reference checks and credit/criminal checks
- Present written recommendation of finalists to City Council
- Notify all candidates of search status

IV. Final Interviews/Selection

April 14 – April 28

- Schedule finalist candidate interviews
- Design process and facilitate finalist interviews with City Council
- Assist City Council throughout process and provide recommendations
- City Council selects candidate or leading 2-3 candidates for further consideration

V. Qualification

April 28 – May 5

- Conduct thorough background checks and second "tier" references
- City conducts site visit to community of selected candidate (Optional)
- Negotiation assistance
- Exceed expectations and successfully place candidate who "fits."

PROFESSIONAL FEE AND EXPENSES

The professional fee for the recruitment of the City Manager is \$18,000. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices.

The proposed project and professional fee includes a series of three scheduled meetings with the City of Auburn; the first to develop the Candidate Profile, the second to recommend finalists, and the third to facilitate finalist interviews. Requested additional meetings will be negotiated and billed accordingly.

The City of Auburn will also be responsible for reimbursement of expenses not to exceed \$6,500. Expenses will be pre-approved and will be billed back at cost. Expenses include out-of-pocket costs associated with consultant travel, clerical, advertising, telephone, printing/copying, supplies/postage, and background checks (partial checks on recommended candidates; full background check on selected candidate). Additional expenses incurred due to requested additional meetings as well as full background checks on more than one candidate will be negotiated and billed accordingly.

Insurance

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit) and Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products). Our Insurance Broker is Northeast Agencies out of San Antonio, Texas, and our coverage is provided by Markel America Insurance Company and The Hartford.

In addition, Bobbi Peckham and Phil McKenney each carry personal automobile liability insurance in the amount of \$1,000,000.

PLACEMENT GUARANTEE AND ETHICS

Our placement record is particularly strong in that 90% of the candidates we have placed within the past nine years continue in those positions today. In the unlikely event, however, that a candidate recruited and recommended by our firm leaves your employment *for any reason within the first two years* (except in the event of budgetary cutbacks, promotion, or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not
 only do we provide regular updates to our clients, but we also have a reputation for keeping
 our candidates posted, even to the extent of informing them as to who was eventually
 selected.
- As recruitment professionals, we do not recruit our placements -- ever. Should a
 placement of ours have an interest in a position for which we are recruiting, they may
 choose to apply. However, if they become a finalist, we ask that they speak to their
 supervisor (Council member or Manager) to alert them of their intent.
- We do not recruit staff from our clients for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a
 reputation for being actively involved in the profession and providing training, workshops,
 and general advice to candidates, we represent only our clients. In addition, we always
 represent and speak of our client in a positive manner; during the recruitment engagement
 as well as years after.
- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list; rather than those conducted by other Recruiters while with other executive search firms.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients of Ms. Peckham or Mr. McKenney listed in the Attachment.

City of American Canyon, CA – City Manager

Leon Garcia, Mayor, or Mark Joseph, Council Member (707) 647-4360; mjoseph@cityofamericancanyon.org

City of Burbank, CA – City Manager

Emily Gabel-Luddy, Mayor; or Mark Scott, City Manager (213) 280-5784; egluddy@aol.com

City of Campbell, CA - City Manager

Jason Baker or Evan Low, Council Members (408) 839-6669; jasonb@cityofcampbell.net

City of Carmel-by-the-Sea, CA - City Administrator

Jason Burnett, Mayor; or Jason Stilwell, City Administrator (831) 620-2000; Jason@burnettforcarmel.com

City of Cupertino, CA – City Manager Mark Santoro Mayor and Care

Mark Santoro, Mayor, or Council Members Gilbert Wong or Rod Sinks (408) 777-3202; kareng@cupertino.org e Marchina de Bereau de montre promo en la composition de la composition de la composition de la composition d La composition de la Marchina de la composition de la composition de la composition de la composition de la co

City of Encinitas, CA - City Manager

Teresa Barth, Mayor; or Gus Vina, City Manager (760) 633-2620; tbarth@encinitasca.gov

City of Indian Wells, CA – City Manager

Mary Roche, Mayor; or Wade McKinney, City Manager (760) 346-2489; mwindsor@indianwells.com and the relative the secretary and the contraction of the first contract of the

City of Mill Valley, CA - City Manager

Stephanie Moulton-Peters, Council member and former Mayor; or Jim McCann, City Manager (415) 302-6032; smoultonpeters@comcast.net

<u>Town of Moraga, CA – Town Manager</u> Karen Mendonca, Mayor; or Jill Keimach, Town Manager (925) 888-7020; kmendonca@moraga.ca.us or jkeimach@moraga.ca.us

City of Novato, CA - City Manager

Madeline Kellner or Jeanne MacLeamy, Council Members; or Michael Frank, City Manager (415) 897-9440, mkellner@novato.org or mfrank@novato.org

City of Palmdale, CA - City Manager

James Ledford, Mayor; Matt Ditzhazy, City Attorney; or David Childs, City Manager (661) 267-5151; mditzhazy@cityofpalmdale.org

<u>City of Palos Verdes Estates, CA – City Manager</u>

Jim Goodhart, Mayor; or Tony Dahlerbruch, City Manager (310) 378-0383; jgoodhart@pvestates.org

<u>City of Piedmont, CA – City Manager (current search)</u>

John Chiang, Mayor, or Margaret Fujioka, Mayor Pro Tem (510) 604-8943; chiangjohn@comcast.net

<u>City of San Clemente, CA – Assistant City Manager</u>

Pall Gudgiersson, City Manager; or Sam Penrod, Human Resources Manager (760) 525-1817; penrods@san-clemente.org

City of San Rafael, CA - Assistant City Manager and Police Chief

Nancy Mackle, City Manager (415) 485-3063; nancy.mackle@cityofsanrafael.org

City of Santa Clara, CA - City Manager

Jamie Matthews, Mayor; Julio Fuentes, City Manager; or Liz Brown, Human Resources Director (408) 482-7713; lizbrown@santaclaraca.gov

RECENT CLIENTS AND EXECUTIVE SEARCHES

City/County Manager, Executive Director, and Related

Alameda County Waste Mgt. Authority

American Canyon, City of

American Water Works Assoc., CA/NV Section

Antioch, City of Arvada, CO, City of Ashland, OR, City of Atherton, City of Baldwin Park, City of

Belmont, City of Benicia, City of Big Bear Lake, City of Big Bear Lake, City of Big Bear Lake, City of

Buellton, City of Burbank, City of

California Water Pollution Control Association

Calistoga, City of Campbell, City of Carlsbad, City of

Carmel-by-the-Sea, City of Corvallis, OR, City of Daly City, City of Del Mar, City of Delano, City of Douglas County, CO Durango, CO, City of Encinitas, City of

Foothills Park & Recreation District, Littleton, CO

Fort Lupton, CO, City of Fremont, City of Garfield County, CO Gilroy, City of Gilroy, City of Glendora, City of

Eureka, City of

Exeter, City of

Grand Junction, CO, City of

Greeley, CO, City of Hayward, City of Hayward, City of Hesperia, City of Hughson, City of Indian Wells, City of

Indio, City of

Incline Village General Improvement District, NV

King City, City of

Executive Director City Manager Executive Director City Manager

Deputy City Manager

City Administrator (2002 and 2005)

Assistant City Manager
Chief Executive Officer

City Manager City Manager

City Manager (1995, 2001 and 2006)
General Manager, Dept. of Water & Power
Asst. General Mgr., Dept. of Water & Power

City Manager
City Manager
Association Manager
City Manager
City Manager

Assistant City Manager
City Administrator
City Manager
Assistant City Manager

City Manager City Manager

Deputy County Manager

City Manager
City Manager
City Manager
City Administrator
Executive Director
City Administrator
Assistant City Manager
County Manager
City Administrator

Assistant City Administrator

City Manager

City Manager (2001 and 2006)

City Manager City Manager

Assistant City Manager

City Manager City Manager City Manager City Manager General Manager City Manager

La Plata County, CO Laramie, WY, City of Mammoth Lakes, Town of

Manitou Springs Chamber of Commerce.

Visitors Bureau & Office of Economic Development, CO

Martinez, City of

Midpeninsula Regional Open Space District Midpeninsula Regional Open Space District

Mill Valley, City of Milpitas, City of

Monte Vista Water District

Moraga, Town of

Mountain House Community Svcs. District, CA

Mountain Village, CO, Town of

Norco, City of

North Lake Tahoe Public Utility District North Lake Tahoe Resort Association

Novato, City of

Orange County Fire Authority

Palmdale, City of Palo Alto, City of

Palos Verdes Estates, City of Park City Municipal Corporation, UT

Pleasant Hill, City of Porterville, City of

Public Agency Risk Sharing Authority of CA

Redding, City of Redlands, City of Redwood City, City of Rohnert Park, City of

Sacramento, CA, Crocker Art Museum

San Clemente, City of San Jacinto, City of San Jose, City of San Mateo, County of San Rafael, City of

Santa Clara Co. Open Space Authority

Sea Ranch Association, CA

Sedona, AZ, City of

Snowmass Village, CO, Town of South San Francisco, City of

St. Helena, City of

Steamboat Springs, CO, City of

Steamboat Springs Chamber Resort Assoc., CO

Teton County, WY Tracy, City of Tracy, City of Truckee, Town of Tulare, City of

County Manager City Manager Town Manager Chief Operating Officer

City Manager General Manager

Assistant General Manager

City Manager City Manager General Manager Town Manager General Manager Town Manager City Manager

General Manager (2004 and 2007)

Executive Director City Manager

Assistant Chief, Business Services

City Manager

Assistant City Manager

City Manager City Manager City Manager Deputy City Manager General Manager City Manager City Manager and the second of City Manager City Manager Executive Director Assistant City Manager

City Manager

Executive Director, Historical Museum

County Manager Assistant City Manager General Manager Community Manager City Manager Town Manager
City Manager
City Manager
City Manager
City Manager

Executive Vice President County Administrator

City Manager

City Manager

Assistant City Manager

Town Manager

City Manager (2005 and 2011)

Tulare Co. Economic Development Corporation

Washington County, OR Waterford, City of Windsor, CO, Town of Winter Park, CO, Town of Waterford, City of Woodside, Town of

Yakima Regional Clean Air Authority, WA

Yolo, County of

President

Director of Health & Human Services

City Administrator Town Manager Town Manager Town Manager

Executive Director/Air Pollution Contl Officer

County Administrator

City Attorney/Legal Counsel

Antioch, City of Archuleta County, CO Ashland, OR, City of Brisbane, City of Burlingame, City of Eureka, City of Garfield County, CO Hayward, City of

Midpeninsula Regional Open Space District, CA

Milpitas, City of

Mountain Village, CO, Town of

Pleasanton, City of Redding, City of Richmond, City of San Bruno, City of

South Lake Tahoe, City of

City Attorney County Attorney City Attorney City Attorney City Attorney City Attorney County Attorney City Attorney General Counsel Assistant City Attorney City Attorney

Town Attorney City Attorney

Assistant City Attorney
City Attorney

City Attorney City Attorney

Community Development/Planning/Environmental Services

Alhambra, City of Ashland, OR, City of Baldwin Park, City of Belmont, City of Beverly Hills, City of

Brookings Economic Development Agency, SD

Delano, City of

Eastern Municipal Water District

Fremont, City of Fremont, City of Hayward, City of Hayward, City of Hesperia, City of Jefferson County, CO Laguna Niguel, City of Livermore, City of Martinez, City of

Mountain Village, CO, Town of

Murrieta, City of Needles, City of

North Tahoe Public Utility District, CA

Director of Development Services Community Development Director Community Development Director Community Development Director Community Development Director Executive Director

Economic Development Manager

Director, Development & Customer Services Deputy Director of Community Development Deputy Rdvlpmnt Agency Director, Housing

Community Development Director Economic Development Manager

Redevelopment Director

Planning & Development Director Director of Community Development Economic Development Director
Community Development Director

Dir. Of Community Development & Housing

Development Services Director

City Planner

Planning & Engineering Manager

Novato, City of Novato, City of Oceanside, City of Palo Alto, City of Pasadena, City of Reno, NV, City of San Bernardino, City of San Bruno, City of San Clemente, City of San Mateo, City of San Mateo, City of San Pablo, City of San Rafael, City of County of Santa Clara, San Jose, CA Seaside, City of Seaside, City of Teton County, CO Vail, CO, Town of Walnut Creek, City of Washington County, OR Winters, City of

Library Director and Related

Boulder, CO, City of Hayward, City of Huntington Beach, City of Mountain View, City of Oceanside, City of Orange, City of Palo Alto, City of Pleasanton, City of Torrance, City of

Parks & Recreation

Foothills Park & Rec. District, CO
Los Altos, City of
North Clackamas County, OR
Pacifica, City of
Palo Alto, City of
Pleasanton, City of
Pleasanton, City of
Reno, NV, City of
Rialto, City of
Roseville, City of
San Clemente, City of
Tracy, City of

Community Development Director Planning Manager Economic Development Director Development Services Director Director of Planning & Permitting Redevelopment Administrator Business Development Manager Community Development Director Econo. Development & Housing Director Planning Manager **Building Official** Development Services Director Community Development Director Director, Dept. of Planning & Development Sr. Planning Services Manager Redevelopment Services Manager Planning & Development Director Director of Community Development Economic Development Manager Land Development Services Manager Community Development Director

Library Director
Library Director
Library Director
Library Director
Library Director
City Librarian
Library Director
Library Services Director
Cultural Arts Administrator

Executive Director
Recreation Director
Parks & Recreation Director
Dir. Of Parks, Beaches & Recreation
Community Services Director
Community Services Manager
Director of Parks & Community Svcs.
Director of Parks & Recreation
Parks & Community Services Director
Parks, Rec. & Libraries Director
Dir. Of Beaches, Parks & Recreation
Parks & Community Services Director

Public Works/Engineering and Related

Ashland, OR, City of Belmont, City of Belmont, City of Benicia, City of Big Bear Lake, City of Campbell, City of Campbell, City of Carlsbad, City of

Chino Basin Municipal Water District, CA

Delta Diablo Sanitary District, CA

Fremont, City of Galt, City of Gilroy, City of Greeley, CO, City of Greenfield, City of Hayward, City of

Jefferson County, Golden, CO

Louisville, CO, City of

Marin Municipal Water District, CA

Milpitas, City of

North Tahoe Public Utility District, CA

Oceanside, City of

Orange County Fire Authority, CA Port San Luis Harbor District, CA

Sacramento County, CA San Jose, City of San Luis Obispo, City of South Lake Tahoe, City of Steamboat Springs, CO, City of

Yorba Linda, City of

Public Works Director Public Works Director Senior Civil Engineer

Land Use & Engineering Manager

City Engineer City Engineer

Associate Civil Engineer Deputy Public Works Director Manager of Planning & Engineering

Senior Engineer

Manager of Maintenance Operations

Public Works Director

Building Field Services Manager

Public Works Director Public Works Director Director of Public Works Airport Manager

Public Works Director Environmental Resources Division Manager

Public Works Director/City Engineer Planning & Engineering Manager Community Services Director

Fleet Manager Facilities Manager Associate Civil Engineer General Services Director Public Works Director Public Works Director Public Works Director Field Services Supervisor

Human Resources/Personnel

AC Transit District American Canyon, City of

Azusa, City of
Belmont, City of
Belmont, City of
Brookings, SD, City of
Contra Costa Water District, CA

Delta Diablo Sanitation District, CA

Douglas County, CO

East Bay Regional Park District

Encinitas, City of Agranda and Agranda and Agranda Glendale, AZ, City of Hayward, City of Jefferson County, CO Mountain View, City of

Human Resources Manager Administrative Services Director Human Resources Director Human Resources Director Personnel Analyst

Director of Human Resources Human Resources Manager

Personnel Officer Human Services Director Personnel Director

Human Resources Manager

Personnel Director

Human Resources Director Human Resources Director Director of Employee Services Oceanside, City of

Orange County Fire Authority, CA

Palm Desert, City of Porterville, City of Redwood City Redwood City, City of San Bruno, City of San Rafael. City of Seaside, City of South Lake Tahoe, City of

Southern CA Association of Governments

Torrance, City of

Finance Director/Controller/Treasurer

Alameda County, CA

Alhambra, City of

American Canyon, City of

Antioch, City of Arvada, CO, City of Atherton, City of Aurora, CO, City of

Azusa, City of Brisbane, City of

Burbank, City of Claremont, City of

Contra Costa Water District

Daly City, City of Dublin, City of Durango, CO, City of

East Bay Regional Park District

Emeryville, City of Fairfield, City of

Goodwill Industries of San Joaquin Valley

Gonzales, City of Hayward, City of La Quinta, City of Long Beach, City of

Marin Municipal Water District

Menlo Park, City of Milpitas, City of Modesto, City of Monterey, City of Morgan Hill, City of Needles, City of Oakland, City of

Orange County Fire Authority Orange County Fire Authority Orange County Fire Authority

Oxnard, City of

Personnel Director

Human Resources Director Human Resources Manager

Chief People Officer

Administrative Services Manager

Human Resources Director Human Resources Director Human Resources Director Personnel Services Manager

Administrative Services Manager Human Resources Manager

Risk Manager

Finance Director

Finance Director

Finance Director

Finance Director

Director of Finance

Finance Director

Finance Director

Director of Finance

Finance Director

Finance Director

Finance Director

Finance Director

Director of Finance

Administrative Services Director

Finance Director

Controller

Finance Director

Director of Finance

Finance Director/Controller

Finance Director

Finance Director

Finance Director

City Treasurer

Auditor/Controller

Financial Services Manager

Finance Director

Director of Finance

Finance Director

Finance Director

Finance Director

Budget Director

Assistant Chief, Business Services

Financial Services Manager Treasurer (2000 and 2004)

Finance Director

Pasadena, City of
Pasadena, City of
Porterville, City of
Rancho Cordova, City of
Reno, NV, City of
San Mateo, City of
San Mateo, City of
Santa Clarita, City of
Santa Cruz, City of
Seaside, City of

Steamboat Springs, CO, City of

Superior Court of Calif./Co. of San Mateo

Union City, City of Ventura, City of Visalia, City of

Washington County, OR

Western Municipal Water District

Winter Park, CO, City of Yorba Linda, City of

Public Safety/Law Enforcement

Alhambra, City of Alhambra, City of Antioch, City of Atherton, City of Baldwin Park, City of Belmont, City of Clayton, City of Eureka, City of Gilroy, City of Hayward, City of Livermore, City of Lone Tree, CO, City of Lone Tree, CO, City of Los Altos, City of Menlo Park, City of Milpitas, City of Modesto, City of Oceanside, City of Porterville, City of Redondo Beach, City of Riverton, WY, City of San Rafael, City of Santa Monica, City of Vail, CO, Town of

City/County Clerk

Alameda County, CA

West Covina, City of

Controller

Accounting Manager

Administrative Services Manager

Assistant Finance Director

Finance Director Finance Director

Deputy Director of Finance

Finance Manager Finance Director

Financial Services Manager

Finance Director
Finance Director
Finance Director
Treasury Manager
Finance Director

Chief of Police

Fire Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Fire Chief
Fire Chief
Fire Chief
Fire Chief

Patrol Operations Commander

Police Chief
Police Captain
Police Chief
Police Chief
Fire Chief
Police Captain
Chief of Police

Communications Manager

Police Chief Chief of Police Police Chief Fire Chief Fire Chief

Clerk of the Board

Berkeley, City of City Clerk Hayward, City of City Clerk Oceanside, City of Public Information Officer Menlo Park, City of City Clerk Midpeninsula Regional Open Space District, CA Public Information Officer Monterey, City of City Clerk Mountain View, City of City Clerk San Jose, City of City Clerk San Luis Obispo, City of City Clerk San Mateo, City of City Clerk Santa Cruz, City of City Clerk

Information Technology

Fremont, City of Jefferson County, Golden, CO Superior Court of Calif., County of San Mateo

Information Svcs. Tech. Director Information Technology Director Information Technology Director

(Page intentionally blank)